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NEGOTIATED CONTRACT

Contract No. AF33(600)-40274

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Contract for: Task Orders Amount:

Mail Vouchers to: Performance Period:

Administrative Data:

This contract is entered into by and between the United States of America, hereinafter called the Government represented by the Contracting Officer executing this contract, and the above-named Contractor which is a Corporation incorporated in the Commonwealth of Massachusetts, hereinafter called the Contractor.

The parties hereto agree that the Contractor shall furnish the facilities and deliver all supplies and perform all the services set forth in the Task Orders issued hereunder, for the consideration stated herein and in the Task Orders.

The rights and obligations of the parties to this contract shall be subject to and governed by the attached Schedule and General Provisions which together with this signature page, the accompanying Certificate and the Task Orders issued hereunder comprise this Contract No. AF33(600)-40274. In the event of any inconsistency between the Schedule and the General Provisions, the Schedule shall control.

IN WITNESS WHEREOF, the parties hereto have executed this contract as of MAR 16 1960, 1960.

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Signatures:

<p>By _____</p> <p>Title _____</p>	<p>THE UNITED STATES OF AMERICA</p> <p>By _____</p> <p>Contracting Officer</p>
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CERTIFICATE

I, _____, certify that I
am the _____ of the Corporation named
as Contractor herein; that _____ who
signed this contract on behalf of the Contractor was then
_____ of said Corporation; that said
contract was duly signed for and in behalf of said Corporation
by authority of its governing body, and is within the scope of its
Corporate powers.

_____ (Corporate Seal)

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SCHEDULE

PART I - SCOPE OF WORK

The scope of the work to be performed under this contract shall be set forth in Task Orders hereunder as issued from time to time and shall be for work and services for which the Contractor has submitted proposals. In the event any program of work requested by the Government hereunder is not acceptable to the Contractor, the Contractor shall advise the Contracting Officer as to the objections thereto within fourteen (14) days after receipt of the Task Order authorizing performance of the work, or at a later time if requested by the Contractor and approved by the Contracting Officer.

The Contractor shall supply the necessary qualified personnel, equipment, facilities and materials, and shall use its best efforts to conduct the work specified in the Task Orders issued hereunder in accordance with the conditions of this contract and the specifications, schedules, and drawings contained in the Task Orders. The Contractor and the Contracting Officer shall cooperate in consultation and otherwise upon the request of either party in the resolution of mutual problems.

PART II - ESTIMATED COST

The estimated cost of the performance of work provided for in Task Orders under this contract shall be set forth in the Task Orders issued hereunder.

PART III - FIXED FEE

The fixed-fee to be paid to the Contractor for the performance of work provided for in Task Orders under this contract shall be set forth in the Task Orders issued hereunder.

PART IV - PAYMENTS

In accordance with the provisions of Clause 25, of the General Provisions of this contract entitled "ALLOWABLE COST AND PAYMENT," the Government shall pay the Contractor, as full compensation for the performance of Task Orders hereunder the Allowable Costs incurred by the Contractor in the performance of the Task Orders and accepted by the Contracting Officer as chargeable in accordance with "Contract Cost Principles, Section XV, Part 3, Armed Services Procurement Regulations." It being understood and agreed, without limiting the generality of the foregoing, that the

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following shall be considered as allowable items of cost hereunder when incurred or paid by the Contractor and when necessary and required and used for the performance of work hereunder:

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a. Indirect Cost: Provisional payments on account of all overhead will be made on the basis of [] of direct labor dollars charged to this contract pending establishment of final overhead rates in accordance with the clause of the General Provisions hereof entitled "Negotiated Overhead Rates."

b. Overhead Periods: The periods, as contemplated by Paragraph (b) of the clause of the General Provisions hereof entitled "Negotiated Overhead Rates", shall be for twelve (12) months each. The first period shall extend from the commencement of performance under this contract through 30 June 1960.

PART V - PAYMENT OF FIXED-FEE

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Each billing submitted under Clause 25 of the General Provisions of this contract may include for the purpose of progress payments on the fixed-fee a sum equal to [] of the amount of cost billed. The total fixed-fee payable under a Task Order to this contract shall be the fixed-fee stated in the Task Order.

PART VI - CAPTURE AND DETENTION

In the event any Contractor personnel assigned to overseas duty under this contract is found to be missing from his place of overseas employment, whether or not such personnel then actually was engaged in the course of his employment, under circumstances supporting an inference that his absence was due to the action of a hostile force or the force of any power not allied with the United States in a common military effort, or is known to have been taken prisoner, hostage, or otherwise detained by a hostile force or the force of any power not allied with the United States in a common military effort, the time spent by such personnel during such detention (which shall be construed to include the period until such personnel is returned to his place of overseas employment, or the United States, or death in fact is established by a finding by the Federal Security Administrator (hereinafter referred to as "Administrator") or other Federal body having jurisdiction or by other evidence satisfactory to the Contracting Officer, or death can legally be presumed to have occurred) shall not be considered as time spent in the performance of services hereunder and the Government shall not be obligated to make any payment on account of such personnel except as provided in this paragraph. The Contractor is authorized to and shall enter into agreements with

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personnel hereunder to pay benefits to the extent not otherwise paid to such personnel in the event of, and during the time spent by such personnel during such detention, as construed above, which will equal the total wage due for such detention, as construed above, computed on the basis of wage rate being paid such personnel at the time of such detention. Claims for benefits shall be made under applicable law with the Administrator. In the event that the Contractor is obligated by agreements, authorized above, to pay and shall have paid benefits in an amount not paid or payable by the Administrator on account of such detention of such personnel, the Government shall pay to the Contractor, in respect of such personnel during the period of such detention, as construed above, such amount which when added to the amount paid or to be paid in respect of such personnel by the Administrator, whether to the Contractor or otherwise, will equal the total wage due for such period of detention, as construed above, computed on the basis of wage rate being paid such personnel at the time of such detention. Subject to the availability of funds therefor, the obligation of the Government to make payments provided for by this paragraph shall continue in effect during the period of such detention, as construed above, and shall survive the earlier expiration or termination of this contract.

PART VII - WAIVER OF REQUIREMENTS OF GENERAL PROVISIONS

Notwithstanding the requirements of any of the General Provisions of this contract to the contrary, whenever the Contractor, in performance of the work under this contract, shall find that the requirements of any of the clauses of the General Provisions are in conflict with security instructions issued to the Contractor by the Contracting Officer or by his duly authorized representative for security matters, the Contractor shall call the attention of the Contracting Officer to such conflict and the Contracting Officer or his duly authorized representative for security matters shall (i) modify or rescind such security requirements or (ii) the Contracting Officer shall issue to the Contractor a waiver of compliance with the requirements of the General Provisions conflicting with such security requirements. Any waiver of compliance with the General Provisions of this contract issued by the Contracting Officer shall be in writing, except that the approval by the Contracting Officer of any subcontract issued hereunder by the Contractor shall be deemed to constitute approval of waiver of any clauses of the General Provisions in conflict with the stipulations of such subcontract.

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PART VIII - SPECIAL SECURITY RESTRICTIONS

The Contractor shall not reveal (i) the specific nature or any details of the work being performed hereunder or (ii) any information whatsoever with respect to the department of the Government sponsoring this contract and the work thereunder except as the Contractor is directed or permitted to reveal such information by the Contracting Officer or by his duly authorized representative for security matters, and notwithstanding any clause or section of this contract to the contrary, the Contractor shall not interpret any clause or section of this contract as requiring or permitting divulgence of such information to any person, public or private, or to any officer or department of the Government without the express consent of the Contracting Officer or his duly authorized representative for security matters.